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3 BILL NO. S-75-11-63,

4 SPECIAL ORDINANCE NO. S-274-75.

5 AN ORDINANCE approving a contract with JOHN DEHNER,
6 INC. for Water Contract 7508-McArthur Drive Water Main

7
8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

10 SECTION 1. That the contract dated November 17, 1975, between the
11 City of Fort Wayne, by and through its Mayor and the Board of Public Works and
12 JOHN DEHNER, INC., for:

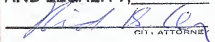
13 Construction and installation and furnishing all necessary materials
14 for the installation of 290⁺ feet of sixteen inch (16") ductile iron water
15 main (and its appurtenances) on McArthur Drive from Ideal Avenue
Westward

16 for a total cost of \$11,005.00, all as more particularly set forth in said contract which
17 is on file in the Office of the Board of Public Works and is by reference incorporated
18 herein, made a part hereof and is hereby in all things ratified, confirmed and
19 approved.

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21 SECTION 2. This Ordinance shall be in full force and effect from and
22 after its passage and approval by the Mayor.

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24 
Councilman

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35 APPROVED AS TO FORM
AND LEGALITY,


ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 11-25-75 Charles W. Wistrom
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Galanis, and duly adopted, placed on its passage.
Passed (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>	<u>0</u>	<u>1</u>		
BURNS	<u>X</u>				
HINGA	<u>X</u>				
HERRICK KRAUS			<u>X</u>		
MOSES	<u>X</u>				
NUCKOLS	<u>X</u>				
SCHMIDT, D.	<u>X</u>				
SCHMIDT, V.	<u>X</u>				
STIER	<u>X</u>				
TALARICO	<u>X</u>				

Date: 12-9-75 Charles W. Wistrom
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (Resolution No. 274-75) on the 9th day of December, 1975.

ATTEST: (SEAL) James Stier
Charles W. Wistrom CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of December, 1975, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Wistrom
CITY CLERK
Approved and signed by me this 10th day of December, 1975, at the hour of 2:00 o'clock P. M., E.S.T.

David A. Long
MAYOR

Bill No. S-75-11-63

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving a contract with JOHN DEHNER, INC. for Water Contract 7508-McArthur

Drive Water Main

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance PA PASS.

Paul M. Burns - Chairman

Donald J. Schmidt - Vice - Chairman

Winfield C. Moses, Jr.

William T. Hinga

Eugene Kraus, Jr.

12/9/75 CONCURRED IN
DATE _____ CHARLES W. WESTERMAN, CITY CLERK

62-335-22
11-17-75

AGREEMENT

FOR CONSTRUCTION OF MCARTHUR DRIVE WATER MAIN

CONTRACT NO. 7508

THIS AGREEMENT, made this 17 day of November, 1975, by and between JOHN DEHNER, INC., herein called the Contractor, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall construct and install and furnish all necessary materials for the installation of 290± feet of sixteen inch (16") ductile iron water main (and its appurtenances) on McArthur Drive from Ideal Avenue Westward, and do everything required by the contract documents and this Agreement.

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this contract shall be commenced immediately upon notice to proceed and the work shall be completed within thirty (30) consecutive calendar days after receipt of material.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the contract the unit price sum of \$11,005. In the event the amount of work is increased or decreased by the Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's proposal.

ARTICLE 4. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided therein, as follows:

On or about the 15th day of each month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract prices of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineering Department of the Owner shall promptly make such inspection, and when it finds the work acceptable under the contract and the contract fully performed, it shall promptly issue a final certificate stating that the work provided for in this contract has been completed and is accepted, and the entire balance of the contract sum shall be due and payable to the Contractor.

At the time said payment is due and payable, the Contractor shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 6. GUARANTEE OF MATERIALS AND WORKMANSHIP

Contractor guarantees all materials and work against defects for a period of one year after the date of the acceptance of the work.

ARTICLE 7. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Contractor's Proposal, Bond and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents:

- A. Instructions to Bidders for Contract No. 7508.
- B. Contractor's Proposal dated October 15, 1975.
- C. Contractor's Bond.
- D. Supplemental Specifications for McArthur Drive Water Main, and Detailed Specifications and Conditions for the installation of Transmission and Distribution Mains, Contract No. 7508, and Fort Wayne Water Utility, Engineering Dept., Drawing No. Y-10497, Sheet 1.
- E. All materials shall be in accordance with Fort Wayne Water Utility, Engineering Department, Water Main Materials Standards, dated November 28, 1973, except as modified in the Supplemental Specifications.

ARTICLE 8. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 9. INDEMNITY

Contractor shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.

ARTICLE 10. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within sixty (60) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

JOHN DEHNER, INC.

BY: *John Dehner*

John Dehner, President

CITY OF FORT WAYNE, INDIANA

BY: _____

Ivan A. Lebamoff, its Mayor

BOARD OF PUBLIC WORKS

Jerry D. Boswell

Jerry D. Boswell, Chairman

Carl E. O'Neal

Carl E. O'Neal, Member

Betty Lou Nault

Betty Lou Nault, Member

ATTEST:

Edna I. Smith

Edna I. Smith, Clerk

APPROVED AS TO FORM AND LEGALITY:

Prepared by: D. L. Foland, P.E., Water Engineering Department

APPROVED by the Common Council of the City of Fort Wayne on _____,
1975, Special Ordinance No. _____.

Change Order No. 2

Resolution No. Div. III

Board Order No. 46-73

REQUEST AND JUSTIFICATION FOR CHANGE

1. Necessity for change: Item #42 - 2" Gas Service: The new maintenance building
will be served by natural gas for heating and in order to obtain this a 2" line
approximately 1000 feet long must be brought into the site. The first 150 feet
will be provided through the gas company.

2. Will proposed change alter size of the project? Yes _____ No X

If yes, explain

3. Affect on operation and maintenance cost of this project:

NONE

Andy Dodzik
Andy Dodzik, P.E.

Project Engineer

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

8-75-11-63

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with John Dehner, Inc. in amount of
\$11,005.00 for Water Contract 7508, McArthur Drive Water Main.

EFFECT OF PASSAGE Installation of needed water main on McArthur Drive

EFFECT OF NON-PASSAGE Inadequate water main facilities for McArthur Drive area.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Cost to City Utilities
\$11,005.00.

ASSIGNED TO COMMITTEE

City Utilities